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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 ERIC STANTON-HOYLE,
12 Plaintiff,

13 v.

14 JACOB SCIALDONE, ind. & d/b/a
15 ExtractEx, Inc. & RSG710, Inc;
16 AARON GREEN, ind. & d/b/a
17 ExtractEx, Inc. & d/b/a t/a RSG710,
18 Inc.; RSG710, Inc., a California
19 Corporation;
20 EXTRACTEX, INC., business entity
21 of unknown type; EXTRACTEX
22 CONSULTING LLC; and DOES 1
23 through 100, Inclusive

Case No: 2:23-cv-03304-CAS-E

**ORDER RE: CONFIDENTIALITY
AGREEMENT**

24 **IT IS HEREBY ORDERED** that pursuant to the stipulation entered into by
25 and among the parties hereto, through their counsel, that the following provisions of
26 the Stipulation and Confidentiality Agreement shall govern disclosure and use by
27 the parties of all documents, testimony, exhibits, interrogatory answers, responses
28 to requests to admit and any other materials and information disclosed or provided
in the above-referenced action (the "**Action**").

1 1. All Information produced or disclosed in the Action shall be used
2 solely for the prosecution or defense (including any appeal therefrom) of the
3 Action, and shall not be used for any other purpose.

4 2. When used in this Order, the term:

5 (a) "**Confidential Information**" shall mean all documents and
6 testimony, and all information contained therein, containing:

7 (i) trade secrets or other confidential research, development,
8 financial, proprietary, or commercial information that may be subject
9 to a protective order under FRCP 26(c)(1)(G); or

10 (ii) confidential, non-public personal information that is
11 protected from disclosure by statute, regulation or otherwise.

12 (b) "**Disclosing Party**" shall refer to any party to this Action and
13 any non-party disclosing or producing Confidential Information in
14 connection with this Action.

15 (c) "**Discovery Material**" shall refer to all items or information that
16 are produced or generated in voluntary or formal discovery disclosures or
17 responses to discovery in this Action, regardless of the medium or manner in
18 which it was stored, generated, or maintained.

19 (d) "**Document**" shall have the same meaning as provided in Rule
20 34 of the Federal Rules of Civil Procedure, and shall include, without
21 limitation, all original, written, recorded, electronic, or graphic materials, and
22 all copies, duplicates or abstracts thereof including, but not limited to, notes
23 on documents including information contained therein or derived therefrom.

24 (e) "**Information**" shall include individual documents and records
25 (including associated metadata) whether on paper, film or other media, as
26 discrete files stored electronically, optically, or magnetically, or as a record
27 within a database, archive, or container file, including emails, messages,
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1 word processed documents, digital presentations, spreadsheets, and database
2 content.

3 (f) **"Receiving Party"** shall refer to any party to this Action and
4 any non-party that receives Confidential Information.

5 3. A Disclosing Party's designation of Discovery Material as Confidential
6 Information constitutes a representation that such Discovery Material has been
7 reviewed by counsel and that there is a good faith basis for such designation.

8 4. Unless otherwise ordered by the court or permitted in writing by the
9 Disclosing Party, a Receiving Party may disclose Confidential Information only to:

10 (a) counsel of record in this Action, as well as counsel's employees
11 to whom it is reasonably necessary to disclose the information in connection
12 with this Action;

13 (b) the named parties, including in-house counsel, officers,
14 directors, and employees of the Receiving Party to whom disclosure is
15 reasonably necessary for this Action;

16 (c) experts, consultants, or investigators including their staff who
17 have signed the Acknowledgment attached hereto as Exhibit A;

18 (d) outside photocopying, database service providers, trial support
19 firms, graphic production services, litigation support services, and translators
20 engaged by the parties during this Action to whom disclosure is reasonably
21 necessary for this Action;

22 (e) the court, any court to which a party petitions for discovery of a
23 non-party, any appellate court, necessary court personnel, and jurors;

24 (f) court reporters and their staff, stenographers or video operators,
25 professional jury or trial consultants, mock jurors, and professional vendors
26 to whom disclosure is reasonably necessary for this Action;

27 (g) during their depositions and deposition preparation, witnesses in
28 the Action to whom disclosure is reasonably necessary and who have signed

1 the Acknowledgment attached hereto as Exhibit A (although such individuals
2 shall not be permitted to retain any copies);

3 (h) any mediator or arbitrator engaged by the named parties in
4 connection with this Action;

5 (i) the author or recipient of a document containing the
6 Confidential Information or a custodian or other person who otherwise
7 possessed or knew the information; and

8 (j) other persons only after notice to all parties and upon order of
9 the Court, or upon written consent of the Disclosing Party.

10 5. Designation of documents or other material as containing Confidential
11 Information as set forth in Paragraph 4 of this Order may be made at or prior to the
12 time of production of documents by stamping or otherwise affixing the legend
13 "CONFIDENTIAL"/"CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER"
14 on each page deemed Confidential, in a manner that does not interfere with the
15 legibility of the document. The Disclosing Party must limit designations of
16 Confidential Information to only those parts of documents, testimony, or material
17 that are clearly identified as containing Confidential Information, and must specify
18 for each portion the level of protection being asserted. When Confidential
19 Information is disclosed in a form not appropriate for such placing or affixing, such
20 Confidential Information shall be designated as Confidential in writing at the time it
21 is delivered to the Receiving Party.

22 6. A Disclosing Party may designate as Confidential any portion of a
23 transcript from a deposition or a transcript from other pretrial or trial proceedings
24 deemed to contain such material. The Disclosing Party shall advise the court
25 reporter and counsel of record at the beginning and end of the testimony containing
26 Confidential Information ("**Confidential Testimony**") either orally at the
27 deposition or in writing no later than 30 calendar days after receipt from the court
28 reporter of the final deposition transcript. During such 30-day period, the parties

1 shall treat the entire transcript as Confidential. The reporter shall mark
2 "CONFIDENTIAL"/"CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER"
3 on the face of the transcript at the beginning and end of any portions of Confidential
4 Testimony. Transcripts containing Confidential Testimony shall have an obvious
5 legend on the title page that the transcript contains Confidential Information, and
6 the title page shall be followed by a list of all pages (including line numbers as
7 appropriate) that have been designated as Confidential. At the request of any party,
8 the court reporter shall prepare a separate, original transcript that does not contain
9 the Confidential Testimony. Copies of the transcript for counsel's use may contain
10 both the Confidential Testimony and other testimony in a single volume. Pages of
11 transcribed deposition testimony or exhibits to depositions that reveal Confidential
12 Information must be separately bound by the court reporter and may not be
13 disclosed to anyone except as permitted under this Order.

14 The failure to timely designate deposition testimony as Confidential
15 Testimony waives any such designation unless otherwise ordered by the Court or
16 agreed in writing by all parties.

17 The use of a document as an exhibit at a deposition shall not in any
18 way affect its designation as "CONFIDENTIAL"/"CONFIDENTIAL-SUBJECT
19 TO PROTECTIVE ORDER".

20 7. Each expert, advisor, consultant, fact witness, or potential fact witness
21 who receives Confidential Information shall be shown a copy of this Order and be
22 advised of its contents. Each such individual shall execute the written
23 acknowledgement attached hereto as Exhibit A.

24 8. Any person or entity in possession of Confidential Information shall
25 maintain those materials in a reasonably secure manner, and shall not reveal or
26 discuss such information to or with any person not entitled to receive it, so that the
27 Confidential Information is not further disclosed or used in any manner inconsistent
28 with this Order. The protections conferred by this Order cover not only the

1 protected information itself, but also any information copied or extracted therefrom,
2 as well as copies, excerpts, summaries, or compilations thereof, plus testimony,
3 conversations, or presentations by parties or counsel to or in court or in other
4 settings that might disclose protected material to persons not authorized to receive
5 such material.

6 9. Nothing in this Order shall be construed as limiting a Disclosing
7 Party's use of its own Confidential Information. If the Disclosing Party disseminates
8 its own Confidential Information outside of the confines of this Order, such
9 information shall no longer be subject to this Order. In addition, nothing in this
10 Order shall prevent or in any way limit disclosure, use or dissemination of any
11 Confidential Information that:

12 (a) is or became public knowledge, not in breach of this Order;

13 (b) was acquired by a party from a non-party having the right to
14 disclose such information; or

15 (c) was learned by a party as a result of that party's own
16 independent efforts, investigation, or inquiry.

17 If a dispute arises as to disclosure limitations for any specific
18 Confidential Information, the burden shall be on the party seeking unlimited
19 disclosure to prove that such Confidential Information was lawfully obtained
20 through the above means or sources.

21 10. If a Receiving Party learns that, by inadvertence or otherwise, it has
22 disclosed Confidential Information to any person or in any circumstance not
23 authorized under this Order, the Receiving Party must, not later than 5 calendar
24 days after learning of the disclosure (a) notify in writing the Disclosing Party of the
25 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies
26 of the Confidential Information; (c) inform the person or persons to whom
27 unauthorized disclosures were made of all the terms of this Order; and (d) request
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1 such person or persons to execute the Acknowledgment that is attached hereto as
2 Exhibit A.

3 11. If a Receiving Party is served with a subpoena or a court order issued
4 in another litigation or an investigation that compels disclosure of any Confidential
5 Information, that Receiving Party must: (a) promptly notify in writing the
6 Disclosing Party and provide it with a copy of the subpoena or court order; (b)
7 promptly notify in writing the individual or entity who caused the subpoena or
8 order to issue in the other litigation or investigation and provide it with a copy of
9 this Order; and (c) cooperate with respect to all reasonable procedures pursued by
10 the Disclosing Party whose Confidential Information may be affected.

11 The Disclosing Party must notify the Receiving Party within 10
12 calendar days of receiving the notice and accompanying information if it intends to
13 seek a protective order from the court to avoid disclosure of the Confidential
14 Information.

15 (a) If the Disclosing Party timely seeks a protective order, the
16 Receiving Party served with the subpoena or court order shall not produce
17 any Confidential Information before a determination by the court from which
18 the subpoena or order issued, unless the Disclosing Party consents to such
19 production in writing. The Disclosing Party shall bear the burden and
20 expense of seeking protection of its Confidential Information in the court that
21 issued the subpoena or court order.

22 (b) If the Disclosing Party fails to object or seek a protective order
23 from the court within 10 calendar days of receiving the notice and
24 accompanying information, the Receiving Party may produce the
25 Confidential Information responsive to the subpoena or court order.

26 (c) Nothing in these provisions should be construed as authorizing
27 or encouraging a Receiving Party in this Action to disobey a lawful directive
28 from another court.

1 12. Inadvertent failure to designate materials as Confidential at the time of
2 production may be remedied by supplemental written notice by the Disclosing
3 Party. The Disclosing Party must notify the Receiving Party within 30 calendar
4 days after discovering that it inadvertently failed to designate the information as
5 confidential. If such notice is given, all documents, materials, or testimony so
6 designated shall be subject to this Order as if they had been initially designated as
7 Confidential to the extent that such documents, materials, or testimony fall within
8 the definition of Confidential Information. Therefore, the Receiving Party should
9 notify any non-party to whom disclosure was made about the confidentiality
10 designation.

11 The foregoing provision shall not apply to any documents that have
12 already otherwise become publicly available.

13 13. When a Disclosing Party gives notice to a Receiving Party that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Party are those set forth in Fed. R. Civ.
16 P. 26(b)(5)(B).

17 14. No party shall be obligated to challenge the propriety of a designation
18 of Confidential Information when initially received, and a failure to do so shall not
19 preclude a subsequent challenge thereto. If, at any time, a party objects to a
20 designation of Confidential Information under this Order, the objecting party shall
21 notify the Disclosing Party in writing. Within 20 calendar days of receipt of such
22 notification, counsel for the disclosing party and the objecting party shall meet and
23 confer in a good faith effort to resolve any disagreement regarding the Disclosing
24 Party's designation of the Confidential Information. If, for whatever reason, the
25 parties do not resolve their disagreement within that time period, the parties shall
26 submit their dispute to the Court for resolution in accordance with the procedures
27 set forth below. The documents subject to that application will be treated as
28 Confidential until the Court rules. Nothing in this Order shall be construed as

1 preventing any party from objecting to the designation of any documents as
2 Confidential or preventing any party from seeking further protection for any
3 material it produces in discovery.

4 Disputes regarding the propriety of a designation of particular
5 Confidential Information shall be submitted to the Court for resolution as follows:

6 (a) Within 10 calendar days after the meet and confer, or by such
7 other deadline as may be agreed in writing by the Disclosing Party, the party
8 objecting to the claim of confidentiality shall provide counsel for the
9 Disclosing Party with a draft of a joint letter to the Court which sets forth the
10 objecting party's position regarding the dispute.

11 (b) Within 5 calendar days after receipt of that draft letter, or by
12 such other deadlines as may be agreed to in writing by the objecting party,
13 the Disclosing Party shall provide counsel for the objecting party with an
14 insert for that letter in electronic format which sets forth the Disclosing
15 Party's position.

16 (c) If the Disclosing Party fails to provide the insert within the time
17 period prescribed in this paragraph, the designation of Confidential
18 Information shall be deemed lifted.

19 (d) The letter will then be provided to the Court so that it may rule
20 on the challenge to the confidentiality designation.

21 Nothing herein shall be deemed to change the burdens of proof
22 established by applicable law.

23 15. Without written permission from the Disclosing Party or a court order
24 secured after appropriate notice to all interested persons, a Receiving Party may not
25 file in the public record in this Action any Confidential Information. However, this
26 Order does not, by itself, authorize the filing of any document under seal. Any party
27 wishing to file Confidential Information in connection with a motion, brief, or other
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1 submission to the court must comply with the applicable rules promulgated by the
2 Central District of California.

3 If only portions of a document contain confidential information, the
4 party filing the document shall submit to the court a redacted copy of the same, in
5 accordance with the Court's rules.

6 Confidential Information may be introduced, in whole or in part, as an
7 exhibit at trial, in an unredacted form and without the need for filing under seal,
8 unless otherwise agreed to by the parties at the time of trial or as ordered by the
9 court in the event the parties do not agree.

10 16. Within 60 calendar days after the final disposition of this Action,
11 including any appeals, each Receiving Party must either return all Confidential
12 Information to the Disclosing Party or destroy such material, including all copies,
13 abstracts, compilations, summaries, and any other form in which the Confidential
14 Information may have been reproduced or captured.

15 Whether the Confidential Information is returned or destroyed, the
16 Receiving Party must submit a written certification to the Disclosing Party by the
17 60-day deadline that (a) identifies (by category, where appropriate) all the
18 Confidential Information that was returned or destroyed and (b) affirms that the
19 Receiving Party has not retained any copies, abstracts, compilations, summaries, or
20 any other format reproducing or capturing any of the Confidential Information.

21 Notwithstanding this provision, counsel for the Receiving Party may
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and
23 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
24 expert reports, attorney work product, and consultant and expert work product, even
25 if such materials contain Confidential Information. Any such archival copies that
26 contain or constitute Confidential Information remain subject to this Order.

27 17. Any non-party producing Confidential Information in this Action may
28 be included in this Order by endorsing a copy of it and delivering the endorsed copy

1 to the party that made the request for information. The Requesting Party, in turn,
2 shall file the endorsed copy with the Court and serve it on counsel for the other
3 parties. The parties to this Action may designate information produced by other
4 parties or non-parties as Confidential as consistent with the terms and provisions of
5 this Order.

6 In the event that additional persons or entities become parties to this
7 Action, such parties shall not have access to Confidential Information produced by
8 or obtained from any Disclosing Party until the newly joined parties or their
9 counsel confirm in writing to all other parties that they have read this Order and
10 agree to be bound by its terms.

11 18. In the event that a Disclosing Party produces two or more identical
12 copies of a document of which at least one copy is designated as Confidential and at
13 least one copy is not so designated, once such a discrepancy is discovered, all
14 copies of the document shall be treated with the greatest amount of protection so
15 designated. If a Receiving Party identifies such a discrepancy, it shall promptly
16 notify the Disclosing Party. Once the Disclosing Party identifies or becomes aware
17 of the discrepancy, it shall promptly notify all other parties to the Action.

18 19. This Order shall not prejudice in any way the rights of any party to
19 introduce as evidence at trial any document, testimony, or other evidence subject to
20 this Order that is otherwise admissible, or prejudice in any way the rights of any
21 party to object to the authenticity or admissibility into evidence of any document,
22 testimony, or other evidence subject to this Order. A party that intends to present or
23 that anticipates that another party may present Confidential Information at trial shall
24 meet and confer with the other party during the Local Rule 16 meeting in order to
25 reach agreements with respect to the treatment of the Confidential Information. To
26 the extent that an agreement cannot be reached, the party who wishes to maintain
27 the confidentiality of and present the Confidential Information at trial shall raise the
28 issue with the Judge at the Final Pretrial Conference. The Court may thereafter

1 make such orders as are necessary to govern the use of such documents or
2 information at trial. Before any court proceeding in which Confidential Information
3 is to be used, counsel will confer in good faith on such procedures that may be
4 necessary or advisable to protect the confidentiality of any such Confidential
5 Information.

6 20. Nothing in this Order or any designation of confidentiality hereunder,
7 or any failure to make such designation, shall be used or characterized by any party
8 as an admission by a party or a party opponent.

9 21. The parties agree that a designation of information as Confidential is
10 not intended to be and shall not be construed as an admission that the Confidential
11 Information is relevant to a party's claims or defenses, nor subject to an applicable
12 privilege or protection.

13 22. Nothing in this Order shall be deemed an admission that any particular
14 Confidential Information is entitled to protection under this Order, Fed. R. Civ. P.
15 26(c) or any other law.

16 23. The treatment accorded under this Order shall survive the termination
17 of this Action.

18 24. This Order shall not prevent any party from applying to the Court for
19 further or additional protective orders, for the modification of this Order, or from
20 agreeing with the other parties to modify this Order, subject to the Court's approval.
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EXHIBIT A

ACKNOWLEDGEMENT

I, _____, declare that:

1. I have received a copy of the Stipulation and Confidentiality Agreement and Order ("**Confidentiality Agreement**") in this Action.
2. I have carefully read and understand the provisions of this Confidentiality Agreement and I agree to abide by its terms.
3. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Confidentiality Agreement, and will not copy or use for purposes other than for this Action any information designated "Confidential" that I receive in this Action, except to the extent that such information designated "Confidential" is or becomes public domain information or otherwise is not deemed "Confidential" in accordance with the Confidentiality Agreement.
4. I agree that at the conclusion of the litigation, I will return all confidential information to the party or attorney from whom I received it.
5. I agree to subject myself personally to the jurisdiction of this Court for the purpose of proceedings relating to my performance under, compliance with, or violation of the Confidentiality Agreement.
6. I understand that disclosure of information designated "Confidential" in violation of the Confidentiality Agreement may constitute contempt of court.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: _____

BY: _____

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IT IS SO ORDERED.

Dated: January 10, 2024

/s/ Charles F. Eick

Hon. Charles F. Eick
United States Magistrate Judge